

ENTERED

March 16, 2022

Nathan Ochsner, Clerk

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

LARRY D. FORD,

Plaintiff,

VS.

CAMILLO PROPERTIES, *et al.*,

Defendants.

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CIVIL ACTION NO. H-21-3115

ORDER OF DISMISSAL

Mr. Ford, representing himself, sued the defendants because the subdivision where he and his wife own a home has rental properties owned by Camillo Properties. Mr. Ford alleges that he and his wife wanted to spend their retirement in a subdivision with single family homeowners, but instead are surrounded by rental properties that have brought violence to the neighborhood. Mr. Ford sued the defendants for violations of the Fair Housing Act, the Civil Rights Act of 1964, the Elder Justice Act, and various state laws. (Docket Entry No. 20).

Mr. Ford was ordered to serve his amended complaint and summons and file proof of service no later than February 28, 2022, and was instructed that the court would dismiss the case without prejudice if he failed to do so. (Docket Entry No. 17). “A litigant’s pro se status neither excuses his failure to effect service nor excuses him for lack of knowledge of the Rules of Civil Procedure.” *Thrasher v. City of Amarillo*, 709 F.3d 509, 511 (5th Cir. 2013) (citations omitted). Mr. Ford failed to file proof of service. On February 14, 2022, and again on March 3, 2022, Mr. Ford filed United States Postal Service Certificates of Mailing for American Homes 4 Rent, the Blackstone Group, Werrington Homeowners Association, Spectrum Association Management, Castlerock Communities, Camillo Properties, and the Clerk of Court, Nathan Ochsner. (Docket

Entry Nos. 26, 27, 36). These documents do not show proper service. They do not include a copy of the court summons or the amended complaint. They show only that Mr. Ford mailed something to five of the six defendants; to a non-party, American Homes 4 Rent; and to the court, in January and February 2022. They do not show that any of the defendants were properly served with or received the amended complaint and summons.

Mr. Ford has additionally filed twelve “settlement agreements” and seven motions for default judgment against the defendants. (Docket Entry Nos. 7–13, 18–19, 21–24, 28–31, 33–35). Until a defendant has been properly served, “the defendant has no duty to answer the complaint and the plaintiff cannot obtain a default judgment.” *Rogers v. Hartford Life & Acc. Ins. Co.*, 167 F.3d 933, 937 (5th Cir. 1999). The motions for default judgment, (Docket Entry Nos. 28–31, 33–35), are denied.

Blackstone notified the court that it has not entered into a settlement agreement with Mr. Ford and that Mr. Ford misleadingly imposed Blackstone’s signature block on the purported settlement agreement. (Docket Entry No. 32 at 1). The settlement agreements with the other defendants show the same lack of authenticity. Additionally, in *Ford v. Blackstone Grp. Inc.*, No. 4:19-CV-4422, 2020 WL 5587307, at *1 (S.D. Tex. June 8, 2020), Judge Hanen dismissed Mr. Ford’s claims against Blackstone based on the same facts as those in his amended complaint in this court. (Docket Entry No. 32 at 2). Mr. Ford’s appeal from the earlier judgment was dismissed by the Fifth Circuit. *Ford v. Blackstone Grp. Inc.*, No. 20-20486 (5th Cir. March 26, 2021). Mr. Ford has filed at least five additional lawsuits in Texas state court against the same defendants, based on the same facts. (Docket Entry No. 32 at 6). Mr. Ford’s amended complaint suffers from the same inadequacies that Judge Hanen identified, but the court does not have jurisdiction to

address the merits of the claims because Mr. Ford failed to properly serve the defendants. *See Rogers*, 167 F.3d at 940.

Mr. Ford failed to properly serve the defendants, although he has been given ample opportunity to do so. Mr. Ford's case is dismissed. Because his motions for default judgment and his misrepresented "settlement agreements" are frivolous filings, Mr. Ford is ordered to stop filing similar motions for default judgment and so called settlement agreements in this court.

SIGNED on March 16, 2022, at Houston, Texas.

A handwritten signature in black ink, reading "Lee H. Rosenthal". The signature is written in a cursive, flowing style with a large loop at the end.

Lee H. Rosenthal
Chief United States District Judge